

# ORIGINAL

TARIFF ARIZONA NO. 1  
Original Title Page

## UNIVANCE TELECOMMUNICATIONS, INC. LONG DISTANCE SERVICE

This tariff applies to Univance Telecommunications, Inc. Long Distance telecommunications services furnished in accordance with the rules and regulations of the Arizona Corporation Commission and Arizona Administrative Code Sections R14-2-501 et seq. and the laws of the State of Arizona. Service is provided throughout the State of Arizona.

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Issued: February 14, 2000

Effective: March 14, 2000

Issued by:  
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Univance Telecommunications, Inc.  
373 Inverness Drive South, Suite 100  
Englewood, CO 80112  
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1<sup>st</sup> Revised Page No. 1, canceling Original Page No. 1

## CHECK SHEET

Pages 1 through 23, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	
1	1 <sup>st</sup> Revised	-T-
2	Original	
3	Original	
4	1 <sup>st</sup> Revised	-T-
5	Original	
6	1 <sup>st</sup> Revised	-D-
7	1 <sup>st</sup> Revised	-T-D-
8	Original	
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17	1 <sup>st</sup> Revised	-T-N-
18	1 <sup>st</sup> Revised	-N-
19	1 <sup>st</sup> Revised	-N-
20	1 <sup>st</sup> Revised	-N-
21	Original	-N-
22	Original	-N-
23	Original	-N-

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## CONCURRING CARRIERS

No Concurring Carriers

## CONNECTING CARRIERS

No Connecting Carriers

## OTHER PARTICIPATING CARRIERS

None

## EXPLANATION OF SYMBOLS

- C     ▪     to signify a changed regulation
- D     ▪     to signify a discontinued rate or regulation
- I     ▪     to signify a rate increase
- M     ▪     to signify a matter moved or relocated without change
- N     ▪     to signify a new rate or regulation
- R     ▪     to signify a reduction
- s     ▪     to signify a reissued matter
- T     ▪     to signify a change in text but no change in rate or regulation
- z     ▪     to signify a correction

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## EXPLANATION OF ABBREVIATIONS

Company        -        Univance Telecommunications, Inc.  
STD.            -        Standard  
DIS.            -        Discount  
ECO.            -        Economy

-D-

-D-

## DEFINITIONS

Access Line: A transmission path that connects a Customer premise to a Local Exchange Carrier's Central Office.

Call: A completed connection established between a calling station and one or more called stations,

Called Station: The station (i.e. telephone number) called, or the terminating point of call,

Calling Card: A card assigned by local telephone companies which enables users to bill telephone calls to their telephone company account.

Company: The term "Company" denotes Univance Telecommunications, Inc.

Customer: The person or legal entity which orders long distance service (either directly or through an agent) or is responsible for payment of tariff charges for services furnished to that Customer.

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## DEFINITIONS (CONT'D)

Operator Assisted: Calls wherein the end user dials "0" plus the called number and, with the assistance of an operator, chooses to bill the call to a third party number to provide billing and collection services on behalf of its customers, including the Company.

-T-

Customer Dialed Calling Card Station: A Calling Card call which does not require intervention by an attended operator position to complete.

-D-

Customer Dialed/Automated: Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a calling card or the called number (collect call) and wherein call placement and recordation of billing information if performed without the assistance of a live operator.

Operator Station: Services, other than Customer Dialed Calling Station service and person-to person service, which require the assistance of an operator to complete the call.

Person-to-Person: Service for which the person originating the call specifies to the operator a particular person, mobile station, department, extension, or office to be reached.

Premises: A building on continuous property not separated by a public thoroughfare.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of long distance telecommunications service by Univance Telecommunications, Inc. (hereinafter referred to as the Company) in the State of Arizona as specified in Sections 3 and 4. Service is furnished subject to transmission, atmospheric and like conditions.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Long Distance Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue services when necessary because of the lack of local facilities or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

Except as stated in this Section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(A) Univance shall not be liable for any failure of performance hereunder for any claim or loss, expense of damages (including indirect, special or consequential damages) for any interruption, delay, error, mistake, omission, or other defect or

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## 2. REGULATIONS, CONT'D

misrepresentation in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than Univance, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, explosion, vandalism, cable cut, storm, riot, civil disturbance, or act of government, or by any other similar occurrence or cause beyond Univance Telecommunications, Inc. direct control.

- (B) Univance Telecommunications, Inc. shall not be liable for, and shall be fully indemnified and held harmless by Customer against:
- (1) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement or copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by Univance under this tariff.
  - (2) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any act or omission of the customer or for any claim or loss, expense or damage due to the failure of Customer-provided equipment, facilities, or services.
  - (3) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the

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## 2. REGULATIONS, CONT'D.

installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Univance Telecommunications, Inc., if not caused by the negligence of Univance Telecommunications, Inc.

- (4) The Customer shall be liable for damages to the facilities of the Company caused by negligence or willful acts of officers, employees, agents or contractors of the Customer.
- (B) Univance Telecommunications, Inc. shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of the Univance Telecommunications, Inc. negligence.
- (C) Univance Telecommunications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- (D) All or a portion of the Service may be provided over facilities of third parties, and Univance Telecommunications, Inc. shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

### 2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

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## 2. REGULATIONS, CONT'D.

### 2.1.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible to the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

### 2.2 Prohibited Uses

Long Distance Telecommunications Service shall not be used for any unlawful purposes.

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2. REGULATIONS, CONT'D.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.3.3 Credit Requirements and Deposit Information

Univance Telecommunications, Inc. requires a minimum of two years in business to subscribe to our services. Any new business or business existing less than two years requires a deposit not to exceed one month's average usage. Any business determined to be "high risk" for poor credit history requires a minimum deposit of two month's average usage.

Univance Telecommunications, Inc. handles complaints regarding transmission or network problems immediately via "trouble tickets" issued on line to Frontier Communications. Univance Telecommunications, Inc. follows up with customers to insure the problems have been corrected. Problems stemming from charges or credits owed are also handled immediately via 24-hour customer service. All customers may reach

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## 2. REGULATIONS, CONT'D.

Univance Telecommunications, Inc. through our toll free line 1-800-864-4306. Should customers feel they have been overcharged or misrepresented and have documented proof of rates offered, Univance Telecommunications, Inc. will immediately credit all overcharges. Univance Telecommunications, Inc. will make reasonable efforts to honor all rates. If it is determined the rates offered are unreasonable and / or unprofitable, Univance Telecommunications, Inc. will pay the charges to convert the customer to their previous carrier.

Univance Telecommunications, Inc. practices "standard" rate programs for all customers. In the event Univance Telecommunications, Inc. was to provide a "non-standard" rate program, Univance Telecommunications, Inc. would file an additional tariff in the appropriate state of which the customer does business and any state affected due to remote office.

2.4 Use of Service

Long Distance Telecommunications Service may be used to transmit communication of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

Use of Long Distance Telecommunications Service is considered an order for such service.

2.5 Customer Equipment and Channels2.5.1 Interconnection of Facilities

- (A) Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels from the

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## 2. REGULATIONS, CONT'D.

Company for Long Distance Telecommunications Services are not covered by this tariff.

- (B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

### 2.5.2 Inspections

- (A) The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will notify the Customer by registered mail in writing of the need for protective action. In the event that the customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The

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## 2. REGULATIONS, CONT'D.

Company will upon request 24 hours in advance provide Customer with a statement of parameters that the Customer's equipment must meet.

2.6 Payment Arrangements2.6.1 Payment for Service

- (A) The Customer is responsible for payment of telecommunication services furnished by the Company. If applicable, federal, state and local taxes may be added to the bill submitted to the Customer by the Company. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements.
- (B) Bills are due and payable by the 7<sup>th</sup> of each month. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) days after the invoice date listed on the bill it shall become a delinquent bill and interest at the lesser of (1) the rate of three percent (3%) per month or (2) the highest rate allowed by law the law of Arizona per month shall accrue upon any unpaid amount. If the Company initiates legal proceedings to collect any amount due hereunder the Company substantially prevails in such proceedings then the defendant Customer shall pay the reasonable attorney's fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (C) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or non-existent account.

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2. REGULATIONS, CONT'D.

- (D) Customers are responsible for any charges for Company services they have used (but were not billed) up to three months immediately preceding the date of the bill, except for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the company) which shall have a six-month back billing period. In case of fraud, a back billing period of no more than three years will apply.

2.6.2 Discontinuance of Service for Cause

Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, after five days advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.

These restriction on Long Distance Telecommunications Service may include, but are not limited to, the following: the Company may withhold the use of a specific 800 number or deny its transfer to another carrier for nonpayment of charges due as specified in the preceding section. Such action may be taken without written notice being sent to the Customer. Upon payment of charges by the Customer this restriction on the use of a specific 800 number will be removed.

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3 SERVICE OFFERINGS (Con't)

3.1 Intrastate and Interstate Long Distance Telecommunications Service

3.1.1 (a) Description of Services

Intrastate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the State of Arizona. Interstate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the United States Mainland; and between the Mainland and Alaska and Hawaii. Such services are available twenty-four (24) hours a day, seven (7) days a week.

3.1.1 (b) Explanation of Rates For Intrastate and Interstate Long Distance Telecommunications Service

The rates for the Company's Intrastate and Interstate Long Distance Telecommunications Service will depend on the length of the call. Rates are "flat" rated and apply to all contiguous Arizona and contiguous U.S. calls regardless of distance. Non-mainland U.S. calls are charged by destination and are also "flat " rated. The following Rate Schedule in Section 4.1.1(c), 4.1.1 (d) and 4.1.1 (f) represents the maximum applied rate for Intrastate, Interstate and Extended services.

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The Company may request any customer to pay in advance for toll services based on a good faith estimate of traffic volumes. At the Company's discretion a deposit of (1) month's estimated call volume may be reacquired and may be reimbursed upon establishing prompt payment history.

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## 4. RATES

### 4.1.1 (a) Operator Service

The appropriate per minute rate as described in Section 4.1.1 (c), 4.1.1 (d) and 4.1.1(f) will apply plus a call placement charge added to the first minute of each call as shown in Section 4.1.1(e). An operator- dialed surcharge will be applied, if necessary.

-T-

### 4.1.1 (b) Class of Service

The Company provides the following classes or service:

Direct Dial

800 Service

T- 1 Dedicated Service

All services are billed in 6 to 30 second minimum and 6 second rounding thereafter.

-T-

### 4.1.1 (c) Intrastate Rate Programs

#### 1. Switched Access Intrastate Rates

▪ Group V	18.5 cents/min
▪ K59	15.88 cents/min
▪ K69	17.8 cents/min
▪ K59B	15.3 8 cents/min
▪ K69B	15.38 cents/min
▪ VG4	20.20 cents/min
▪ VG5	20.20 cents/min
▪ Bi-Lo	16.8 cents/min
▪ Passport	16.75 cents/min
▪ Dollar Saver	16.2 cents/min

-N-

#### 2. Dedicated Intrastate Service Rates

▪ K31, K35, K39	10.5 cents/min
▪ K31B, K35B, K39B	9.35 cents/min
▪ MD01-02	9.4 cents/min
▪ MD03-07	10.13 cents/min

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4. RATES (Cont'd)4.1.1(c) Intrastate Rate Programs (Cont'd)

- |    |   |                 |     |
|----|---|-----------------|-----|
| 3. | Calling Card Intrastate Service Rates         |                 |     |
|    | ▪ Group V, K59, K69                           | 18 .0 cents/min |     |
|    | ▪ K59B, K69B                                  | 13 .5 cents/min | -N- |
|    | ▪ VG4, VG5, Passport                          | 17.9 cents/min  |     |
|    | ▪ Bi-Lo, Dollar Saver                         | 13.9 cents/min  |     |
| 4. | Switched Access 800 Intrastate Service Rates  |                 |     |
|    | ▪ Group V                                     | 18.5 cents/min  | -N- |
|    | ▪ K59   | 15.88 cents/min |     |
|    | ▪ K69   | 17.8 cents/min  |     |
|    | ▪ K59B  | 15.88 cents/min |     |
|    | ▪ K69B  | 15.88 cents/min |     |
|    | ▪ VG4   | 20.20 cents/min |     |
|    | ▪ VG5   | 20.20 cents/min |     |
|    | ▪ Bi-Lo                                       | 16.8 cents/min  |     |
|    | ▪ Passport                                    | 16.75 cents/min |     |
|    | ▪ Dollar Saver                                | 16.2 cents/min  |     |
| 5. | Dedicated Access 800 Intrastate Service Rates |                 |     |
|    | ▪ K31, K35, K39                               | 10.5 cents/min  | -N- |
|    | ▪ K31B, K35B, K39B                            | 8.7 cents/min   |     |
|    | ▪ MD01-02                                     | 9.4 cents/min   |     |
|    | ▪ MD03-07                                     | 10.13 cents/min |     |

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(303) 708-1000

## 4. RATES (Cont'd)

4.1.1 (d) Interstate Rate Programs

1.	Switched Access Interstate Rates			
	▪ Group V	8.9	cents/min	-N-
	▪ K59	5.9	cents/min	
	▪ K69	6.9	cents/min	
	▪ K59B	5.9	cents/min	
	▪ K69B	6.9	cents/min	
	▪ VG4	7.9	cents/min	
	• VG5	7.9	cents/min	
	• Bi-Lo	6.9	cents/min	
	• Passport	7.9	cents/min	
	• Dollar Saver	5.9	cents/min	
2.	Dedicated Interstate Service Rates			-N-
	▪ K31	3.1	cents/min	
	▪ K3.5	3.5	cents/min	
	▪ K39	3.9	cents/min	
	▪ K31B	3.4	cents/min	
	▪ K35B	3.67	cents/min	
	▪ K39B	4.07	cents/min	
3.	Calling Card Interstate Service Rates			
	▪ Group V, K59, K69	18.0	cents/min	-N-
	▪ K59B, K69B	13.5	cents/min	
	▪ VG4, VG5, Passport	17.9	cents/min	
	▪ Bi-Lo, Dollar Saver	13.9	cents/min	

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## 4. RATES (Cont'd)

4.1.1(d) Interstate Rate Programs (Cont'd)

4.	Switched Access 800 Interstate Service Rates		
	▪ Group V	8.9 cents/min	-N-
	▪ K59	5.9 cents/min	
	▪ K69	6.9 cents/min	
	▪ K59B	5.9 cents/min	
	▪ K69B	6.9 cents/min	
	▪ VG4	7.9 cents/min	
	▪ VG5	7.9 cents/min	
	▪ Bi-Lo	6.9 cents/min	
	• Passport	7.9 cents/min	
	• Dollar Saver	5.9 cents/min	
5.	Dedicated Access 800 Interstate Service Rates		-N-
	▪ K31	3 . 1 cents/min	
	▪ K35	3 . 5 cents/min	
	▪ K39	3 . 9 cents/min	
	▪ K31B	3 . 5 cents/min	
	▪ K35B	3.82 cents/min	
	▪ K39B	4.24 cents/min	

4.1.1 (e) Monthly Fees and Service Charges

Operator Assisted Service Charge (per call)	0.35	-N-
800 Monthly Service Fee	0.99	
Dollar Saver Monthly Service Fee	3.95	
K58B, K59B Monthly Charge	3.00	

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ORIGINAL

TARIFF ARIZONA NO. 1  
Original Page No. 22

4. RATES (Cont'd)

4.1.1 (f) Extended Area Service Rates(maximum applied rates)

1. Switched Access Extended Rates

Alaska Outbound	24.5 cents/ min	-N-
Alaska 800	24.5 cents/ min	
Hawaii Outbound	24.5 cents/ min	
Hawaii 800	24.5 cents/ min	
Puerto Rico Outbound	24.5 cents/ min	
Puerto Rico 800	24.5 cents/ min	
US Virgin Islands Outbound	24.5 cents/ min	
US Virgin Islands 800	24.5 cents/ min	
Mexico (maximum)	24.5 cents/min	
Canada Outbound	24.5 cents/ min	
Canada 800	24.5 cents/ min	

2. Calling Card Extended Rates

43.7 cents/min	(Includes Alaska, Hawaii, Puerto Rico, and US Virgin Islands)	-N-
43.7 cents/min	(Includes Canada)	
43.7 cents/min	(Includes Mexico)	

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4. RATES (Cont'd)

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1. Dedicated Access Extended Rates

Alaska Outbound	24.5 cents/ min	-N-
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Hawaii 800	24.5 cents/ min	
Puerto Rico Outbound	24.5 cents/ min	
Puerto Rico 800	24.5 cents/ min	
US Virgin Islands Outbound	24.5 cents/ min	
US Virgin Islands 800	24.5 cents/ min	
Mexico (maximum)	24.5 cents/min	
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